

VIRGINIA:

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANT: BUCHANAN PRODUCTION COMPANY,)
Successor to Oxy USA, Inc. as) VIRGINIA GAS
Operator of Unit W-10) AND OIL BOARD
)
RELIEF SOUGHT: MODIFICATION OF ORDER) DOCKET NO.
POOLING INTERESTS IN) 91-0430-0109-01
DRILLING UNIT NO. W-10) (Modification of
PURSUANT TO VA. CODE) Board Order in VGOB
ANN. § 45.1-361.22 AND THE) Docket No.
OAKWOOD COALBED GAS FIELD I) 91-0430-0109 Entered
ORDER (herein "Oakwood I) May 31, 1991, and
Field Rules") FOR THE) Filed with the Clerk
PRODUCTION OF OCCLUDED) of the Circuit Court
NATURAL GAS PRODUCED FROM) of Buchanan County,
COALBEDS AND ROCK STRATA) Virginia, on May 31,
ASSOCIATED THEREWITH) 1991, in Deed Book
(herein "Gas" or "Coalbed) 375, Page 422 (herein
Methane Gas") FROM FRAC) "Original Pooling
WELL TO ADDITIONALLY POOL) Order")
SAID DRILLING UNIT PURSUANT)
TO THE OAKWOOD COALBED)
METHANE GAS FIELD II (herein)
"Oakwood II Field Rules"))
FOR THE PRODUCTION OF GAS)
FROM SHORT HOLES UNSEALED)
GOB, AND ANY ADDITIONAL)
WELLS THAT MAY BE AUTHORIZED)
PURSUANT TO VA. CODE ANN.)
§ 45.1-361.20)
)
LEGAL DESCRIPTION:)
)
DRILLING UNIT NUMBER W-10)
IN THE OAKWOOD COALBED METHANE GAS)
FIELDS I AND II (hereafter "Subject)
Drilling Unit"))
PRATER MAGISTERIAL DISTRICT,)
KEEN MOUNTAIN QUADRANGLE)
BUCHANAN COUNTY, VIRGINIA)
(the "Subject Lands" are more)
particularly described on Exhibit)
"A", attached hereto and made a)
part hereof))

REPORT OF THE BOARDFINDINGS AND ORDER

1. Hearing Date and Place: This matter came on for hearing before the Virginia Gas and Oil Board (hereafter "Board") at 9:00 a.m. on January 21, 1997, Ratliff Hall, Southwest Virginia Education 4-H Center, Abingdon, Virginia.

2. Appearances: Mark A. Swartz of Kay, Casto, Chaney, Love and Wise, appeared for the Applicant; Sandra B. Riggs was present to advise to Board.

3. Jurisdiction and Notice: Pursuant to Va. Code Ann. §§ 45.1-361.1 et seq., the Board finds that it has jurisdiction over the subject matter. Based upon the evidence presented by Applicant, the Board also finds that the Applicant has (1) exercised due diligence in conducting a search of the reasonably available sources to determine the identity and whereabouts of gas and oil owners, coal owners, mineral owners and/or potential owners, i.e., persons identified by Applicant as having ("Owner") or claiming ("Claimant") the rights to Coalbed Methane Gas in all coal seams below the Tiller Seam (hereafter "Subject Formation") in Subject Drilling Unit underlying and comprised of Subject Lands; (2) has given notice to all such parties (hereafter sometimes "person(s)" whether referring to individuals, corporations, partnerships, associations, companies, businesses, trusts, joint ventures or other legal entities) entitled by Va. Code Ann. §§ 45.1-361.19 and 45.1-361.22, to notice of this Application; and (3) that the persons set forth in Exhibit B-3 hereto are persons identified by Applicant through its due diligence who may be Owners or Claimants of Coalbed Methane Gas interests in Subject Formation, in Subject Drilling Unit underlying and comprised of Subject Lands, who have not heretofore agreed to lease or sell to the Applicant and/or voluntarily pool their Gas interests, for the drilling and operation, including production of Gas from short holes, unsealed gob, and an additional well authorized pursuant to Va. Code § 45.1-361.20 in accordance with the Oakwood II Field Rules. Conflicting Gas Owners/Claimants in Subject Drilling Unit are listed on Exhibit E. Further, the Board has caused notice of this hearing to be published as required by Va. Code Ann. § 45.1-361.19.B. Whereupon, the Board hereby finds that the notices given herein satisfy all statutory requirements, Board rule requirements and the minimum standards of state due process.

4. Amendments: None.

5. Dismissals: None.

6. Relief Requested: Pursuant to the Original Pooling Order, the Board pooled all the rights, interests and estates in and to the Gas in Subject Drilling Unit for the drilling and operation including production of Gas produced from frac wells in accordance with the Oakwood I Field Rules. Applicant requests (1) that pursuant to Va. Code Ann. § 45.1-361.22, including the applicable portions of Va. Code Ann. § 45.1-361.21, the Board modify the Original Pooling Order to additionally pool all the rights, interests and estates in and to the Gas in Subject Drilling Unit of the known and unknown persons named in Exhibit B-3 hereto and that of their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, for the drilling and operation, including production, of Coalbed Methane Gas, produced

from short holes, unsealed gob, and any additional well which may be authorized pursuant to Va. Code § 45.1-361.20 in accordance with the Oakwood II Field Rules which together with the Oakwood I Field Rules were heretofore established by the Board for the Subject Drilling Unit and the Subject Formation underlying and comprised of the Subject Lands, (hereafter sometimes collectively identified and referred to as "well development and/or operation in the Subject Drilling Unit"), and (2) that the Board designate CONSOL Inc. as Unit Operator.

7. **Relief Granted:** The requested relief in this cause be and hereby is granted: (1) Pursuant to Va. Code Ann. § 45.1-361.21.C.3, CONSOL Inc. (hereafter "Unit Operator") is designated as the Unit Operator authorized to drill and operate Coalbed Methane wells in the Subject Drilling Unit, subject to: the permit provisions contained in Va. Code Ann. § 45.1-361.27 et seq.; to the Oakwood Coalbed Methane Gas Field I Order OGCB 3-90, dated May 18, 1990 ("Oakwood I Field Rules"); to the Oakwood Coalbed Gas Field II Board's Order 91-1119-0162 effective as of December 17, 1992 ("Oakwood II Field Rules"); to § 480-05-22.1 et seq., Gas and Oil Regulations; and to §§ 480-05-22.2 et seq., Virginia Gas and Oil Board Regulations, all as amended from time to time, and (2) all the interests and estates in and to the Gas in Subject Drilling Unit, including that of the known and unknown persons listed on Exhibit B-3, attached hereto and made a part hereof, and their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, be and hereby are pooled in the Subject Formation in the Subject Drilling Unit underlying and comprised of the Subject Lands.

<u>Subject Formation</u>	<u>Unit Size</u>	<u>Permitted Well Location(s)</u>	<u>Field and Well Classification</u>	<u>Order Number</u>
All coalbeds and coal seams below the Tiller seam, including, but not limited to Upper Seaboard, Greasy Creek, Middle Seaboard, Lower Seaboard, Upper, Horsepen, Middle Horsepen, War Creek, Lower Horsepen, Pocahontas Nos. 9, 8, 7, 6, 5, 4, 3, 2 and various unnamed seams and associated rock strata	Approximately 80-acre square drilling unit	Well bores to be located in Unit W-10 as depicted on Exhibit G	Oakwood Coalbed Gas Field I and Oakwood Coalbed Methane Gas Field II for Coalbed Methane Gas including Frac Well Gas, as well as Unsealed Gob Gas, Short Hole Gas, and Gas from any Additional Well	OGCB 3-90, as amended (herein "Oakwood I Field Rules") and VGOB No. 91-1119-0162 as amended (herein "Oakwood II Field Rules")

For the Subject Drilling Unit
underlying and comprised of the Subject
Land referred to as:

Unit Number W-10
Buchanan County, Virginia

Pursuant to the Oakwood II Field Rules, the Board has adopted the following method for the calculation of production and revenue and allocation of allowable costs for short hole and unsealed gob production of Coalbed Methane Gas dependent upon the particular long wall mining plan applicable to each 80-acre drilling unit.

The designated operator of any 80-acre drilling unit or units within the boundaries of which any long wall panel which has been isolated by the driving of entries is located and from which Unsealed Gob Gas, Short Hole Gas or Gas from any Well authorized by the Code of Virginia is produced, shall calculate production and revenue based upon the mine plan as implemented within each affected 80-acre drilling unit and in particular, based upon the mineral acreage, as platted upon the surface, in each 80-acre drilling unit actually contained within a long wall panel as depicted by said mine plan. Except as otherwise provided herein, a copy of the pertinent portion of the mine plan being utilized to calculate production, revenue and costs from any affected 80-acre drilling unit shall be filed of record with the Board prior to the payment of any revenue based upon such calculations. The formula or division of interest for production from any 80-acre drilling unit affected by a long wall panel and from any separately owned tract in any such 80-acre unit shall be calculated as follows:

- 7.1. For Short Hole Gas - The amount of production produced from and attributed to each 80-acre drilling unit shall be the ratio (expressed as a percentage) that the amount of mineral acreage, when platted on the surface, which is both in the affected unit and the long wall panel, bears to the total mineral acreage, when platted on the surface, contained within the entire long wall panel affecting such 80-acre drilling unit.
- 7.2. For Unsealed Gob Gas - The amount of production produced from and attributed to each 80-acre drilling unit shall be the ratio (expressed as a percentage) that the amount of mineral acreage, when platted on the surface, which is both in the affected unit and the long wall panel, bears to the total mineral acreage, when platted on the surface, contained within the entire long wall panel affecting such 80-acre drilling unit.
- 7.3. I. For Gas from Any Well Located in a Long Wall Panel. - After actual commencement of coal mining operations by the driving of entries and completion of isolation of a long wall panel, the amount of Gas produced from such a well and attributed to each 80-acre drilling unit shall be the ratio

(expressed as a percentage) that the amount of mineral acreage, when platted on the surface, which is both in the affected 80-acre drilling unit and the isolated long wall panel, bears to the total mineral acreage, when platted on the surface, contained within the entire long wall panel affecting such 80-acre drilling unit.

ii. For Frac Well Gas. - Prior to the actual commencement of coal mining operations by the driving of entries and completion of isolation of a long wall panel, Gas from any well located in a proposed long wall panel shall be produced from and allocated to only the 80-acre drilling unit in which the well is located according to the undivided interests of each Owner/Claimant within the unit, which undivided interest shall be the ratio (expressed as a percentage) that the amount of mineral acreage within each separate tract that is within the Subject Drilling Unit, when platted on the surface, bears to the total mineral acreage, when platted on the surface, contained within the entire 80-acre drilling unit in the manner set forth in the Oakwood I Field Rules.

8. Election and Election Period: In the event any Gas Owner or Claimant named in Exhibit B-3 hereto does not reach a voluntary agreement to share in the well development and operation in Subject Drilling Unit pursuant to the Oakwood II Field Rules at a rate of payment mutually agreed to by said Gas Owner or Claimant and the Applicant or Operator, then such person named may elect one of the options set forth in Paragraph 9 below and must give written notice of his election of the option selected under Paragraph 9 to the designated Unit Operator at the address shown below within thirty (30) days from the date this Order is recorded in the county above named. A timely election shall be deemed to have been made if, on or before the last day of said 30-day period, such electing person has delivered his written election to the designated Unit Operator at the address shown below or has duly postmarked and placed its written election in first class United States mail, postage prepaid, addressed to the Unit Operator at the address shown below.

9. Election Options:

9.1 Option 1 - To Participate In The Development and Operation of the Drilling Unit: Any Gas Owner or Claimant named in Exhibit B-3 who does not reach a voluntary agreement with the Applicant or Operator with respect to well development and operation in the Subject Drilling Unit pursuant to the Oakwood II Field Rules may elect to participate in said development and operation of the Subject Drilling Unit (hereafter "Participating Operator") by agreeing to pay the estimate of such Participating Operator's proportionate part of the actual and reasonable costs of the development contemplated by this Order for short hole gas, unsealed gob gas and gas from any increased density well pursuant to the Oakwood II Field Rules, including a reasonable supervision fee, of the well development and operation in the Subject Drilling Unit, as more particularly set forth in Virginia Gas and Oil Board Regulation VR 480-05-22.2, Section 10 (herein "Allocable, Completed for Production Costs").

Further, a Participating Operator agrees to pay the estimate of such Participating Operator's proportionate part of the Allocable, Completed-for-Production Costs as set forth below to the Unit Operator within forty-five (45) days from the later of the date of mailing or the date of recording of this Order. The estimated Allocable, Completed-for-Production Panel Costs for the Subject Drilling Unit are as follows:

Allocable, Completed-for-Production Panel Costs:

Panel 3 West	\$105,931.54
Panel 4 West	<u>351,323.54</u>
Total	\$457,255.08

A Participating Operator's proportionate cost hereunder shall be the total of the results obtained by multiplying the Participating Operators' "Division of Interest" in each panel located within Subject Drilling Unit as set forth in the fourth and fifth columns, respectively, of Exhibit B-3, times that panel's Allocable Completed-for-Production Panel Cost set forth above. Provided, however, that in the event a Participating Operator elects to participate and fails or refuses to pay the estimate of his proportionate part of the Allocable, Completed-for Production Panel Costs as set forth above, all within the time set forth herein and in the manner prescribed in Paragraph 8 of this Order, then such Participating Operator shall be deemed to have elected not to participate and to have elected compensation in lieu of participation pursuant to Paragraph 9.2 herein.

- 9.2 Option 2 - To Receive A Cash Bonus Consideration: In lieu of participating in the development and operation of Subject Drilling Unit pursuant to the Oakwood II Field Rules as set forth in Paragraph 9.1 above, any Gas Owner or Claimant named in Exhibit B-3 hereto who does not reach a voluntary agreement with the Applicant or Operator with respect to same may elect to accept a cash bonus consideration of \$1.00 per net mineral acre owned by such person, commencing upon entry of this Order and continuing annually until commencement of production from Subject Drilling Unit, and thereafter a royalty of 1/8th of 8/8ths [twelve and one-half percent (12.5%)] of the net proceeds received by the Unit Operator for the sale of the Coalbed Methane Gas produced from any well development covered by this Order multiplied by that person's Division of Interest or proportional share of said production [for purposes of this Order, net proceeds shall be actual proceeds received less all post-production costs incurred downstream of the wellhead, including, but not limited to, all gathering, compression, treating, transportation and marketing costs, whether performed by Unit Operator or a third person) as fair, reasonable and equitable compensation to be paid to said Gas Owner or Claimant. The initial cash bonus shall become due and owing when so elected and shall be tendered, paid or escrowed within sixty (60) days of recording of this Order. Thereafter, annual cash bonuses, if any, shall become

due and owing on each anniversary of the date of recording of this order in the event production from Subject Drilling Unit has not theretofore commenced, and once due, shall be tendered, paid or escrowed within sixty (60) days of said anniversary date. Once the initial cash bonus and the annual cash bonuses, if any, are so paid or escrowed, subject to a final legal determination of ownership, said payment(s) shall be satisfaction in full for the right, interests, and claims of such electing person in and to the Gas produced pursuant to the Oakwood II Field Rules from Subject Formation in the Subject Lands, except, however, for the 1/8th royalties due hereunder.

Subject to a final legal determination of ownership, the election made under this Paragraph 9.2, when so made, shall be satisfaction in full for the right, interests, and claims of such electing person in any well development and operation covered hereby and such electing person shall be deemed to and hereby does lease and assign, its right, interests, and claims in and to the Gas produced pursuant to the Oakwood II Field Rules from Subject Formation in the Subject Drilling Unit to the Applicant.

- 9.3. Option 3 - To Share In The Development And Operation As A Non-Participating Person On A Carried Basis And To Receive Consideration In Lieu Of Cash: In lieu of participating in the development and operation of Subject Drilling Unit under Paragraph 9.1 above and in lieu of receiving a cash bonus consideration under Paragraph 9.2 above, any Gas Owner or Claimant named in Exhibit B-3 hereto who does not reach a voluntary agreement with the Applicant or Operator with respect to same may elect to share in said development and operation of Subject Drilling Unit pursuant to the Oakwood II Field Rules on a carried basis (as a "Carried Well Operator") so that the proportionate part of the Completed-for-Production Costs hereby allocable to such Carried Well Operator's interest is charged against such Carried Well Operator's share of said production. Such Carried Well Operator's rights, interests, and claims in and to the Gas in Subject Drilling Unit shall be deemed and hereby are assigned to the Applicant until the proceeds from the sale of such Carried Well Operator's share of said production from Subject Drilling Unit (exclusive of any royalty, excess or overriding royalty, or other non-operating or non cost-bearing burden reserved in any lease, assignment thereof or agreement relating thereto covering such interest) equals three hundred percent (300%) for a leased interest or two hundred percent (200%) for an unleased interest (whichever is applicable) of such Carried Well Operator's share of the Completed-for-Production Costs allocable to the interest of such Carried Well Operator. When the Applicant recoups and recovers from such Carried Well Operator's assigned interest the amounts provided for in the Original Pooling Order and/or above, as applicable, then, the assigned interest of such Carried Well Operator shall automatically revert back to such Carried Well Operator, and from and after such reversion, such Carried Well Operator shall be treated as if it had participated initially under Paragraph 9.1 above; and thereafter,

such participating person shall be charged with and shall pay his proportionate part of all further costs of such well development.

Subject to a final legal determination of ownership, the election made under this Paragraph 9.3, when so made, shall be satisfaction in full for the rights, interests, and claims of such electing person in any well development and operation covered hereby and such electing person shall be deemed to have and hereby does assign its rights, interests, and claims in and to the Gas produced from Subject Formation in the Subject Drilling Unit to the Applicant for the period of time during which its interest is carried as above provided prior to its reversion back to such electing person.

10. Failure to Properly Elect: In the event a person named in Exhibit B-3 hereto does not reach a voluntary agreement with the Applicant or Operator and fails to elect within the time, in the manner and in accordance with the terms of this Order, one of the alternatives set forth in Paragraph 9 above for which his interest qualifies, then such person shall be deemed to have elected not to participate in the proposed well development and operation of Subject Drilling Unit pursuant to the Oakwood II Field Rules, and shall be deemed, subject to a final legal determination of ownership, to have elected to accept as satisfaction in full for such person's right, interests, and claims in and to the Gas the consideration provided in Paragraph 9.2 above for which its interest qualifies and shall be deemed to have leased and/or assigned his right, interests, and claims in and to the Gas produced from Subject Formation in the Subject Drilling Unit pursuant to the Oakwood II Field Rules to the Applicant. Persons who fail to properly elect shall be deemed, subject to a final legal determination of ownership, to have accepted the compensation and terms set forth herein at Paragraph 9.2 in satisfaction in full for the right, interests, and claims of such person in and to the Gas produced pursuant to the Oakwood II Field Rules from the Subject Formation underlying Subject Lands.

11. Default By Participating Person: In the event a person named in Exhibit B-3 elects to participate under Paragraph 9.1, but fails or refuses to pay, to secure the payment or to make an arrangement with the Unit Operator for the payment of such person's proportionate part of the Allocable, Completed-for-Production Panel Cost as set forth herein, all within the time and in the manner as prescribed in this Order, then such person shall be deemed to have withdrawn his election to participate in the development and operation of the Subject Drilling Unit pursuant to the Oakwood II Field Rules and shall be deemed to have elected to accept as satisfaction in full for such person's right, interest, and claims in and to the Gas the consideration provided in Paragraph 9.2 above for which his interest qualifies depending on the excess burdens attached to such interest. Whereupon, any cash bonus consideration due as a result of such deemed election shall be tendered, paid or escrowed by Unit Operator within sixty (60) days after the last day on which such defaulting person under this Order should have paid his proportionate part of such cost or should have made satisfactory arrangements for the payment thereof. When such cash bonus consideration is paid or escrowed, it shall be satisfaction in full for the right, interests, and claims of such person in and to the Gas underlying Subject Drilling Unit in the Subject Lands covered hereby, except, however, for any payments which may be due under the Original Pooling Order and for any royalties which would become due pursuant to Paragraph 9.2 hereof.

12. Assignment of Interest: In the event a person named in Exhibit B-3 is unable to reach a voluntary agreement to share in the well development and operation contemplated by this Order at a rate of payment agreed to mutually by said Gas Owner or Claimant and the Applicant or Operator, and such person elects or fails to elect to do other than participate under Paragraph 9.1 above in the development and operation of the wells in Subject Formations in Subject Drilling Unit pursuant to the Oakwood II Field Rules, then subject to a final legal determination of ownership, such person shall be deemed to have and shall have assigned unto Applicant such person's right, interests, and claims in and to said wells, in Subject Formation in Subject Drilling Unit, and other share in production to which such person may be entitled by reason of any election or deemed election hereunder in accordance with the provisions of this Order governing said election.

13. Unit Operator (or Operator): CONSOL Inc., be and hereby is designated as Unit Operator authorized to drill and operate the wells in Subject Formation in Subject Drilling Unit, all subject to the permit provisions contained in Va. Code Ann. §§ 45.1-361.27 et seq.; §§ 480-05-22.1 et seq., Gas and Oil Regulations; §§ 480-05-22.2 et seq., Virginia Gas and Oil Board Regulations; the Oakwood Coalbed Gas Field I Order OGCB 3-90; and the Oakwood Coalbed Methane Gas Field II Order VGOB 91-1119-0162, all as amended from time to time, and all elections required by this Order shall be communicated to Unit Operator in writing at the address shown below:

CONSOL Inc.
P. O. Box 947
Bluefield, VA 24605
Phone: (540) 988-1015
Fax: (540) 988-1055
Attn: Leslie K. Arrington

14. Commencement of Operations: If the Unit Operator has not already done so pursuant to the Original Pooling Order, the Unit Operator shall commence or cause to commence operations for the drilling of the well(s) within the Subject Drilling Unit and/or the well(s) outside the Subject Drilling Unit but from which production is allocated to the Subject Drilling Unit within three hundred and sixty-five (365) days from the date of this Order and shall prosecute the same with due diligence. If Unit Operator shall not have so commenced and/or prosecuted, then this Order shall terminate, except for any cash sums then payable hereunder; otherwise, unless sooner terminated by Order of the Board, this Order shall expire at 12:00 P.M. on the date on which all wells covered by this Order and/or all wells from which production is allocated to the Subject Drilling Unit are permanently abandoned and plugged. However, in the event an appeal is taken from this Order, then the time between the filing of the petition for appeal and the final Order of the Circuit Court shall be excluded in calculating the one year period referred herein.

Upon completion of any well whose costs comprise part of the Allocable Completed-for-Production Panel Costs set forth in Paragraph 9.1 above, and within ninety (90) days after production into the pipeline is obtained and restoration of the location is completed, the Operator shall file with the Board a revised exhibit reflecting the actual, Allocable, Completed-for-Production Panel Costs for the subject Drilling Unit.

15. Operator's Lien: Unit Operator, in addition to the other rights afforded hereunder, shall have a lien and a right of set off on the Gas estates, rights, and interests owned by any person subject hereto who elects to participate under Paragraph 9.1 in the Subject Drilling Unit to the extent that costs incurred in the drilling or operation on the Subject Drilling Unit are chargeable against such person's interest. Such liens and right of set off shall be separable as to each separate person and shall remain liens until the Unit Operator drilling or operating any well covered hereby has been paid the full amounts due under the terms of this Order.

16. Escrow Provisions:

By this Order, the Board instructs the Escrow Agent named herein or any successor named by the Board to establish an interest-bearing escrow account, (herein "the Escrow Account") to receive and account to the Board pursuant to its agreement for the escrowed funds hereafter described:

Tazewell National Bank
Trust Department
c/o Premier Bankshares Corporation
29 College Drive, P. O. Box 1199
Bluefield, VA 24605-1199
Telephone: (540) 322-2242
Fax: (540) 322-2766

16.1. Escrow Provisions For Unknown or Unlocatable Persons: If any payment of bonus, royalty payment or other payment due and owing under the Original Poling Order and/or this Order cannot be made because the person entitled thereto cannot be located or is unknown, then such cash bonus, royalty payment, or other payment shall not be commingled with any funds of the Unit Operator and shall, pursuant to Va. Code Ann. § 45.1-361.21.D, and said sums shall be deposited by the Operator into the Escrow Account, commencing within sixty (60) days of recording of this Order, and continuing thereafter on a monthly basis with each deposit to be made, by use of a report format approved by the Inspector, by a date which is no later than sixty (60) days after the last day of the month being reported and/or for which funds are being deposited. Such funds shall be held for the exclusive use of, and sole benefit of the person entitled thereto until such funds can be paid to such person(s) or until the Escrow Agent relinquishes such funds as required by law or pursuant to Order of the Board in accordance with Va. Code Ann. § 45.1-361.21.D.

16.2 Escrow Provisions For Conflicting Claimants: If any payment of bonus, royalty payment of other payment due and owing under the Original Pooling Order and/or this Order cannot be made because the person entitled thereto cannot be made certain due to conflicting claims of ownership and/or a defect or cloud on the title, then such cash bonus, royalty payment or other payment, together with Participating Operator's Proportionate Costs paid to Operator pursuant to Paragraph 9.1 hereof, if any, (1) shall not be commingled with any funds of the Unit Operator; and (2) shall,

pursuant to Va. Code Ann. §§ 45.1-361.22.A.2, 45.1-361.22.A.3 and 45.1-361.22.A.4, be deposited by the Operator into the Escrow Account within sixty (60) days of recording of this Order, and continuing thereafter on a monthly basis with each deposit to be made, by use of a report format approved by the Inspector, by a date which is no later than sixty (60) days after the last day of the month being reported and/or for which funds are subject to deposit. Such funds shall be held for the exclusive use of, and sole benefit of, the person entitled thereto until such funds can be paid to such person(s) or until the Escrow Agent relinquishes such funds as required by law or pursuant to Order of the Board.

17. Special Findings: The Board specifically and specially finds:
 - 17.1. Applicant is a Virginia general partnership comprised of Appalachian Operators, Inc., and Appalachian Methane, Inc., who are indirect wholly owned subsidiaries of MCN Corporation. Applicant is duly authorized and qualified to transact business in the Commonwealth of Virginia;
 - 17.2 CONSOL Inc. has accepted Applicant's delegation of authority to explore, develop and maintain the properties and assets of Applicant now owned or hereafter acquired, has agreed to explore, develop and maintain the properties and assets of Applicant, and has consented to serve as coalbed methane gas wells Unit Operator for Subject Drilling Unit and to faithfully discharge the duties imposed upon it as Unit Operator by statute and regulation, all as evidenced by the Exhibits 4, 5 and 6;
 - 17.3 CONSOL Inc. is a Delaware corporation duly authorized to transact business in the Commonwealth of Virginia and is an operator in the Commonwealth of Virginia and has satisfied the Board's requirements for operations in Virginia. The Board has heretofore approved CONSOL Inc. to be the successor to OXY USA, Inc., as the operator of Subject Drilling Unit under the Original Pooling Order;
 - 17.4 Applicant, Buchanan Production Company, claims ownership of gas leases, coalbed methane gas leases, and/or coal leases representing 100 percent of the oil and gas interest and 100 percent of the coal interest in Subject Drilling Unit, and applicant claims the right to explore for, develop and produce Coalbed Methane Gas from coal seams below the Tiller seam in Unit Number W-10 in Buchanan County, Virginia, which Subject Lands are more particularly described in Exhibit "A";
 - 17.5 Applicant has proposed the drilling of four (4) wells on the Subject Drilling Unit to develop the pool of Gas in Subject Formations;
 - 17.6 Subject Drilling Unit is located in the VP8 Mine's 3 West Longwall Panel and 4 West Longwall Panel, as depicted on Exhibit G hereto;

- 17.7 The estimated total production from Subject Drilling Unit is 1200 to 2000 MMCF. The estimated amount of reserves from the Subject Drilling Unit is 1200 to 2000 MMCF;
- 17.8 Respondents are listed on Exhibit B-3. Conflicting Owners/Claimants are listed on Exhibit E. Set forth in Exhibit B-3 is the name and last known address of each Owner or Claimant identified by the Applicant as having or claiming an interest in the Coalbed Methane Gas in Subject Formation in Subject Drilling Unit underlying and comprised of Subject Lands, who has not, in writing, leased to the Applicant or the Unit Operator or agreed to voluntarily pool his interests in Subject Drilling Unit for its development pursuant to the Oakwood II Field Rules. The interests of the Respondents listed in Exhibit B-3 comprise 0.1875 percent of the oil and gas interests and 00.00 percent of the coal interests in Subject Drilling Unit;
- 17.9 Applicant's evidence established that the fair, reasonable and equitable compensation to be paid to any person in lieu of the right to participate in any well covered hereby are those options provided in Paragraph 9 above;
- 17.10 The Board heretofore entered the Original Pooling Order pooling Gas interests in Subject Drilling Unit pursuant to the Oakwood I Field Rules and is entering this Modification to the Original Pooling Order for the purpose of pooling the Gas interest in Subject Drilling Unit pursuant to the Oakwood II Field Rules to allow the Operator to produce from short holes, unsealed gob and any additional well that may be authorized pursuant to Va. Code § 45.1-361.20;
- 17.11 The relief requested and granted is just and reasonable, is supported by substantial evidence and will afford each person listed and named in Exhibit B-3 hereto the opportunity to recover or receive, without unnecessary expense, such person's just and fair share of the production from Subject Drilling Unit. The granting of the Application and relief requested therein will ensure to the extent possible the greatest ultimate recovery of coalbed methane gas, prevent or assist in preventing the various types of waste prohibited by statute and protect or assist in protecting the correlative rights of all persons in the subject common sources of supply in the Subject Lands. Therefore, the Board is entering an Order granting the relief herein set forth.
18. Mailing Of Order And Filing Of Affidavit: Applicant or its Attorney shall file an affidavit with the Secretary of the Board within sixty (60) days after the date of recording of this Order stating that a true and correct copy of said Order was mailed within seven (7) days from the date of its receipt to each Respondent named in Exhibit B-3 pooled by this Order and whose address is known.

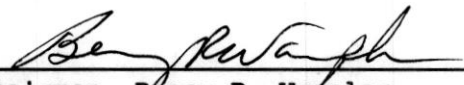
19. Availability of Unit Records: The Director shall provide all persons not subject to a lease with reasonable access to all records for Subject Drilling Unit which are submitted by the Unit Operator to said Director and/or his Inspector(s).

20. Conclusion: Therefore, the requested relief and all terms and provisions set forth above be and hereby are granted and IT IS SO ORDERED. The Original Pooling Order shall remain in full force and effect until such time as


21. Appeals: Appeals of this Order are governed by the provisions of Va. Code Ann. § 45.1-361.9 which provides that any order or decision of the Board may be appealed to the appropriate circuit court. Such appeals must be taken in the manner prescribed in the Administrative Process Act, Va. Code Ann. § 9-6.14:1 et seq. and Rule 2A of the Rules of the Virginia Supreme Court.

22. Effective Date: This Order shall be effective on the date of its execution.

DONE AND EXECUTED this 3rd day of March, 1997, by a majority of the Virginia Gas and Oil Board.


Chairman, Benny R. Wampler

DONE AND PERFORMED this 3rd day of March, 1997, by Order of this Board.


Byron Thomas Fulmer
Principal Executive To The Staff
Virginia Gas and Oil Board

STATE OF VIRGINIA)
COUNTY OF WISE)

Acknowledged on this 3rd day of March, 1997, personally before me a notary public in and for the Commonwealth of Virginia, appeared Benny Wampler, being duly sworn did depose and say that he is Chairman of the Virginia Gas and Oil Board, that he executed the same and was authorized to do so.


Susan G. Garrett
Notary Public

My commission expires 7/31/98

STATE OF VIRGINIA)
COUNTY OF WISE)

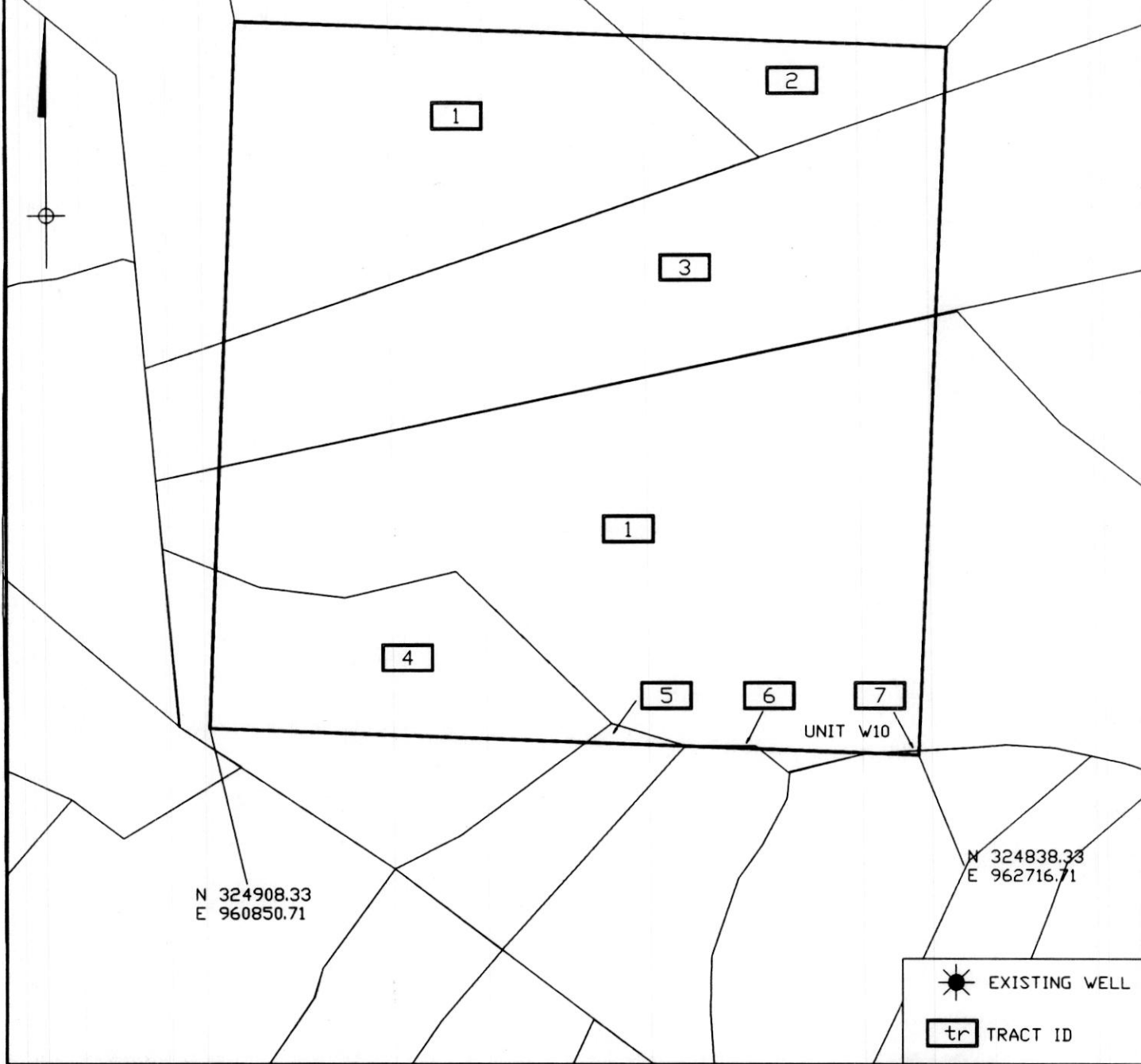
Acknowledged on this 3rd day of March, 1997,
personally before me a notary public in and for the Commonwealth of Virginia,
appeared Byron Thomas Fulmer, being duly sworn did depose and say that he is
Principal Executive to the Staff of the Virginia Gas and Oil Board, that he
executed the same and was authorized to do so.

Diane J. Davis
Diane J. Davis
Notary Public

My commission expires 7/31/97

N 326777.33
E 960920.71

N 326706.33
E 962787.71



TRACT IDENTIFICATION MAP

Company BUCHANAN PRODUCTION CO. Well Name and Number UNIT W10
 Tract No. _____ Elevation _____ Quadrant CLARK MOUNTAIN
 County BUCHANAN District _____ Scale 1" = 400' Date 09/11/1996
 This plat is a new plat xxx ; an updated plat _____ or a final plat _____

BUCHANAN PRODUCTION COMPANY
Tract Identification
Unit No. W-10

1. Landon Wyatt (Big Axe) Tr. 29, Coal
Coal Lessees
Jewell Smokeless Coal Co. - Tiller and above
Island Creek Coal - Coal below Tiller
Norman E. Morgan, et al - Surface, Oil & Gas
Buchanan Production Co. - CBM Lessee
Buchanan Production Co. - Oil & Gas Lessee
48.55 acres - 60.6875%
2. Landon Wyatt (Big Axe) Tr. 29, Coal
Coal Lessees
Jewell Smokeless Coal Co. - Tiller and above
Island Creek Coal - Coal below Tiller
Norman E. Morgan, et al - Surface, Oil & Gas
Buchanan Production Co. - CBM Lessee
Buchanan Production Co. - Oil & Gas Lessee
3.65 acres - 4.5625%
3. Norman E. Morgan, et al - Surface, Coal, Oil & Gas
Coal Lessees
Jewell Smokeless Coal Co. - Tiller and above
Island Creek Coal - Coal below Tiller
Buchanan Production Co. - CBM Lessee
Buchanan Production Co. - Oil & Gas Lessee
19.64 acres - 24.5500%
4. Landon Wyatt (Big Axe) Tr. 29, Coal
Coal Lessees
Jewell Smokeless Coal Co. - Tiller and above
Island Creek Coal - Coal below Tiller
George Jackson - Surface, Oil & Gas
Buchanan Production Co. - CBM Lessee
7.97 acres - 9.9625%

5. Landon Wyatt (Big Axe) Tr. 29, Coal
Coal Lessees
Jewell Smokeless Coal Co. - Tiller and above
Island Creek Coal - Coal below Tiller
Delmar Kyle Meadows - Surface, Oil & Gas
Buchanan Production Co. - CBM Lessee
0.15 acres - 0.1875%
6. Landon Wyatt (Big Axe) Tr. 29, Coal
Coal Lessees
Jewell Smokeless Coal Co. - Tiller and above
Island Creek Coal - Coal below Tiller
David H. Meadows - Surface, Oil & Gas
Buchanan Production Co. - CBM Lessee
Buchanan Production Co. - Oil & Gas Lessee
0.02 acres - 0.0250%
7. Landon Wyatt (Big Axe) Tr. 29, Coal
Coal Lessees
Jewell Smokeless Coal Co. - Tiller and above
Island Creek Coal - Coal below Tiller
Rachel Cook - Surface, Oil & Gas
Buchanan Production Co. - CBM Lessee
Buchanan Production Co. - Oil & Gas Lessee
0.02 acres - 0.0250%

Oakwood Field Unit W-10
VGOB-97-0430-0109-01
List of Unleased Owners/Claimants

	Net Acres in Unit	Interest in Unit	Division of Interest in 3-West 8.9657%	Division of Interest in 4-West 24.7516%
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OIL & GAS FEE OWNERSHIP

TRACT #5 - 0.15 acres

(1) Delmar Kyle Meadows P. O. Box 49 Mavisdale, VA 24627	0.15 acres	0.1875%	0.0168%	0.0464%
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Exhibit E
Oakwood Field Unit W-10
VGOB-01-0430-0109-01
List of Conflicting Owners/Claimants

	Net Acres in Unit	Interest in Unit	Division of Interest in 3-West 8.9557%	Division of Interest in 4-West 24.7516%
<u>TRACT #1 - 48.55 acres</u>				
<u>COAL FEE OWNERSHIP</u>				
(1) Big Axe (Tract 29) c/o Landon R. Wyatt, Jr. Wyatt Buick Sales Danville, VA 24541	48.55 acres	60.6875%	5.4350%	15.0211%
<u>OIL & GAS FEE OWNERSHIP</u>				
<u>TRACT #1 - 48.55 acres</u>				
(1) Morgan Heirs	48.55 acres	60.6875%	5.4350%	15.0211%
(a) Norman E. Morgan Rt. 2, Box 3J Grundy, Va. 24814	17.80 acres 11/30 of 48.55 acres	22.2521%	1.9928%	5.5077%
(b) Frank E. Morgan, Jr. P.O. Box 784 Grundy, VA 24814	17.80 acres 11/30 of 48.55 acres	22.2521%	1.9928%	5.5077%
(c) Naaman E. Morgan, Trust Claude Arms, Sr. Trustee P.O. Box 812 Grundy, VA 24814	4.45 acres 11/120 of 48.55 acres	5.5630%	0.4982%	1.3769%
(d) Claude S. Arms, Sr. P.O. Box 812 Grundy, VA 24814	1.21 acres 1/40 of 48.55 acres	1.5172%	0.1359%	0.3755%
(e) James C. Cooper, Jr. 9583 Woodfield Circle North Pickerington, OH 43147	1.21 acres 1/40 of 48.55 acres	1.5172%	0.1359%	0.3755%
(f) Hazel M. Wyatt P.O. Box 632 Grundy, VA 24814	1.21 acres 1/40 of 48.55 acres	1.5172%	0.1359%	0.3755%
(g) Glee M. McClanahan P.O. Box 753 Grundy, VA 24814	1.21 acres 1/40 of 48.55 acres	1.5172%	0.1359%	0.3755%
(h) Faye M. Harrison 2016 Virginia Avenue Bluefield, VA 24805	1.21 acres 1/40 of 48.55 acres	1.5172%	0.1359%	0.3755%
(i) Lettie M. Cox P.O. Box 638 Grundy, VA 24814	1.21 acres 1/40 of 48.55 acres	1.5172%	0.1359%	0.3755%
(j) Hugh M. Feather 1817 Forney Drive Huntsville, AL 35816	0.61 acres 1/80 of 48.55 acres	0.7586%	0.0679%	0.1878%
(k) Mary Elizabeth F. Kahn 2241 Colston Street Petersburg, VA 23805	0.61 acres 1/80 of 48.55 acres	0.7586%	0.0679%	0.1878%

Exhibit E
Oakwood Field Unit W-10
VGOB-91-0430-0109-01
List of Conflicting Owners/Claimants

	Net Acres in Unit	Interest in Unit	Division of Interest in 3-West 8.9557%	Division of Interest in 4-West 24.7516%
<u>TRACT #2 - 3.65 acres</u>				
<u>COAL FEE OWNERSHIP</u>				
(1) Big Axe (Tract 29) c/o Landon R. Wyatt, Jr. Wyatt Buick Sales Danville, VA 24541	3.65 acres	4.5625%	0.4086%	1.1293%
<u>OIL & GAS FEE OWNERSHIP</u>				
(1) Morgan Heirs	3.65 acres	4.5625%	0.4086%	1.1293%
(a) Norman E. Morgan Rt. 2, Box 3J Grundy, Va. 24614	2.43 acres 2/3 of 3.65 acres	3.0417%	0.2724%	0.7529%
(b) Frank E. Morgan, Jr. P.O. Box 784 Grundy, VA 24614	0.61 acres 1/6 of 3.65 acres	0.7604%	0.0681%	0.1882%
(c) Naaman E. Morgan, Trust Claude Arms, Sr. Trustee P.O. Box 812 Grundy, VA 24614	0.61 acres 1/6 of 3.65 acres	0.7604%	0.0681%	0.1882%
<u>TRACT #4 - 7.97 acres</u>				
<u>COAL FEE OWNERSHIP</u>				
(1) Big Axe (Tract 29) c/o Landon R. Wyatt, Jr. Wyatt Buick Sales Danville, VA 24541	7.97 acres	9.9625%	0.8922%	2.4659%
<u>OIL & GAS FEE OWNERSHIP</u>				
(1) George Jackson Rt 1, Box 103 Vansant, VA 24656	7.97 acres	9.9625%	0.8922%	2.4659%
<u>TRACT #5 - 0.15 acres</u>				
<u>COAL FEE OWNERSHIP</u>				
(1) Big Axe (Tract 29) c/o Landon R. Wyatt, Jr. Wyatt Buick Sales Danville, VA 24541	0.15 acres	0.1875%	0.0168%	0.0464%
<u>OIL & GAS FEE OWNERSHIP</u>				
(1) Delmar Kyle Meadows P. O. Box 49 Mavisdale, VA 24627	0.15 acres	0.1875%	0.0168%	0.0464%

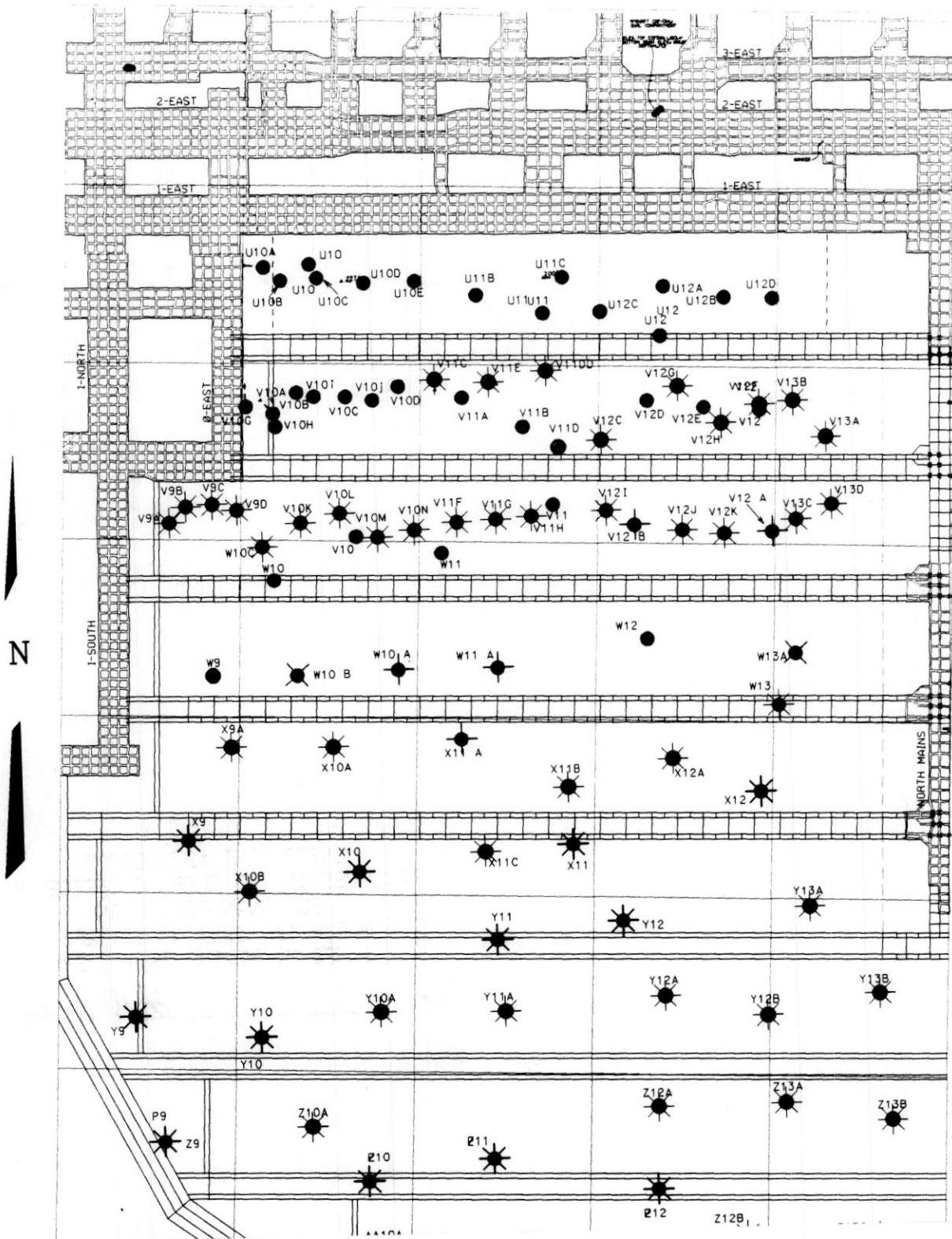
Exhibit E
Oakwood Field Unit W-10
VGOB-91-0430-0109-01
List of Conflicting Owners/Claimants

	Net Acres in Unit	Interest in Unit	Division of Interest in 3-West 8.9557%	Division of Interest in 4-West 24.7516%
<u>TRACT #6 - 0.02 acres</u>				
<u>COAL FEE OWNERSHIP</u>				
(1) Big Axe (Tract 29) c/o Landon R. Wyatt, Jr. Wyatt Buick Sales Danville, VA 24541	0.02 acres	0.0250%	0.0022%	0.0062%
<u>OIL & GAS FEE OWNERSHIP</u>				
(1) David H. Meadows P. O. Box 142 Vansant, VA 24656	0.02 acres	0.0250%	0.0022%	0.0062%
<u>TRACT #7 - 0.02 acres</u>				
<u>COAL FEE OWNERSHIP</u>				
(1) Big Axe (Tract 29) c/o Landon R. Wyatt, Jr. Wyatt Buick Sales Danville, VA 24541	0.02 acres	0.0250%	0.0022%	0.0062%
<u>OIL & GAS FEE OWNERSHIP</u>				
(1) Rachel Cook P. O. Box 91 Vansant, VA 24656	0.02 acres	0.0250%	0.0022%	0.0062%

VIRGINIA GAS AND OIL BOARD
DOCKET NO. VGOB 91-0430-0109-01
EXHIBIT G

DOCKET NO. VGOB 91-0430-0109-01

EXHIBIT G



VIRGINIA: In the Clerk's Office of the Circuit Court of Buchanan County. The foregoing instrument was this day presented in the Office aforesaid and is, together with the certificate of acknowledgment annexed, admitted to record this 19th day of March, 1997. 12:15 P.M. M.
Deed Book No. 459 and Page No. 484 TESTE: James M. Bevins, Jr., Clerk
Returned this date to; Dept. of Taxes TESTE: [Signature] Deputy Clerk